

Bruce K. Medeiros  
DAVIDSON BACKMAN MEDEIROS PLLC  
1 601 West Riverside Avenue, Suite 1550  
Spokane, Washington 99201  
2 Telephone: (509) 624-4600  
3 Facsimile: bmedeiros@dbm-law.net

4 Michael R. Johnson (*Pro Hac Vice Application Pending*)  
RAY QUINNEY & NEBEKER P.C.  
5 36 South State Street, Suite 1400  
Salt Lake City, Utah 84111  
6 Telephone: (801) 532-1500  
7 Email: mjohnson@rqn.com

8 *Attorneys for Rabo AgriFinance LLC*

9  
10 IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF  
WASHINGTON, RICHLAND DIVISION

11  
12 RABO AGRIFINANCE LLC, a Delaware  
limited liability company, fka Rabo  
13 Agrifinance, Inc.,

14 Plaintiff,  
15  
16 v.

17 3E PROPERTIES, a Washington general  
partnership; KAREN EASTERDAY, as an  
18 individual, as the personal representative of  
the estate of Gale Easterday, deceased, and  
19 the marital community of Karen Easterday  
and Gale Easterday; CODY EASTERDAY  
20 and DEBBY EASTERDAY, individually and  
the marital community thereof; and JODY  
21 EASTERDAY, individually and the marital  
community of Jody Easterday and Andrew H.  
22 Wills,  
23

24 Defendants.  
25

Civil Case No.

COMPLAINT FOR JUDICIAL  
FORECLOSURE OF MORTGAGES,  
AND FOR MONEY JUDGMENT BASED  
ON RCW 25.05.125

Complaint

DAVIDSON BACKMAN MEDEIROS  
ATTORNEYS AT LAW  
A PROFESSIONAL LIMITED LIABILITY COMPANY  
1550 BANK OF AMERICA FINANCIAL CENTER  
601 WEST RIVERSIDE AVENUE  
SPOKANE, WASHINGTON 99201  
FACSIMILE: (509) 623-1660  
(509) 624-4600

COMES NOW Plaintiff Rabo AgriFinance LLC, fka Rabo Agrifinance, Inc., by and through its counsel of record, and for its causes of action against Defendants 3E Properties, Karen Easterday (individually, as the personal representative for Gale Easterday, deceased, and the martial community of Karen Easterday and Gale Easterday), Cody Easterday (individually and the marital community of Cody Easterday and Debby Easterday), Debby Easterday (individually and the marital community of Debby Easterday and Cody Easterday), and Jody Easterday (individually and the marital community of Jody Easterday and Andrew H. Wills), alleges as follows:

### **THE PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff Rabo AgriFinance, LLC (“Plaintiff” or “Rabo”) is a Delaware limited liability company that is authorized to do business and is doing business in the State of Washington.

2. Rabo's sole member is Utrecht-America Holdings, Inc. ("UAH").  
UAH is a Delaware corporation with its principal place of business in New York City, New York.

3. Defendant 3E Properties (“3E”) is a Washington general partnership and is the owner of portions of the real property, located in Franklin County, Washington, that is the subject of this action. 3E’s general partners are Jody

## Complaint-1

DAVIDSON BACKMAN MEDEIROS  
ATTORNEYS AT LAW  
A PROFESSIONAL LIMITED LIABILITY COMPANY  
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Easterday, Cody A. Easterday, Debby Easterday, Gale A. Easterday and Karen L.

Easterday, all of whom are residents of the State of Washington.

4. 3E is sued in this action as a property owner and as a mortgagor under  
 3 the 2009 Mortgage (defined below) and the 2018 Mortgage (defined below)  
 4 (collectively, the “Mortgages”), and Rabo seeks to foreclose 3E’s interest in the  
 5 real property encumbered by the Mortgages.

5. Defendant Karen L. Easterday (“Karen<sup>1</sup>”) is a Washington resident  
 9 who is sued in this action in her individual capacity, in her capacity as the personal  
 10 representative of Gale A. Easterday (“Gale”), who is now deceased [See Probate  
 11 Case No. 21-4-50004-11, Franklin County, Washington], and to the extent  
 12 applicable, the marital community of Karen and Gale, are sued in this action as an  
 13 owner and mortgagor under the Mortgages, and Rabo seeks to foreclose Karen’s  
 14 interest in the real property encumbered by the Mortgages. Karen also is a general  
 15 partner of Easterday Farms, a Washington general partnership (“Farms”). Rabo  
 16 also seeks a separate money judgment against Karen pursuant to RCW 25.05.125,  
 17 as Farms is an obligor of the debt at issue in this action and Karen is jointly and  
 18 severally liable for the debt under Washington law.

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23  
 24 <sup>1</sup> Due to the numerous Defendants bearing the same last name, Easterday, Plaintiff will use the  
 25 first names for each Defendant. No disrespect is intended.

Complaint-2

DAVIDSON BACKMAN MEDEIROS  
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1       6. On information and belief, any and all actions taken by Karen with  
2 respect to the matters set forth herein were taken both on behalf of Karen  
3 individually and on behalf of the marital community with Gale. Rabo therefore is  
4 also seeking a money judgment against the marital community comprised of Karen  
5 and Gale.

6       7. Defendant Cody Easterday (“Cody”) is a Washington resident. Cody  
7 individually, and to the extent applicable, the marital community of Cody and  
8 Debby Easterday, are sued in this action, as an owner and mortgagor under the  
9 Mortgages, and Rabo seeks to foreclose Cody’s interest in the real property  
10 encumbered by the Mortgages. Cody also is a general partner of Farms. Rabo also  
11 seeks a separate money judgment against Cody pursuant to RCW 25.05.125, as  
12 Farms is an obligor of the debt at issue in this action and Cody is jointly and  
13 severally liable for the debt under Washington law. Rabo also seeks a money  
14 judgment against Cody for breach of contract.

15       8. On information and belief, any and all actions taken by Cody with  
16 respect to the matters set forth herein were taken both on behalf of Cody  
17 individually and on behalf of the marital community with Debby Easterday. Rabo  
18 therefore is also seeking a money judgment against the marital community  
19 comprised of Cody and Debby Easterday.

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25 Complaint-3

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9. Defendant Debby Easterday ("Debby") is a Washington resident.

1 Debby individually, and to the extent applicable, the marital community of Cody  
2 and Debby, are sued in this action, as an owner and mortgagor under the  
3 Mortgages, and Rabo seeks to foreclose Debby's interest in the real property  
4 encumbered by the Mortgages. Debby also is a general partner of Farms. Rabo  
5 also seeks a separate money judgment against Debby pursuant to RCW 25.05.125,  
6 as Farms is an obligor of the debt at issue in this action and Debby is jointly and  
7 severally liable for the debt under Washington law.  
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10. On information and belief, any and all actions taken by Debby with  
11 respect to the matters set forth herein were taken both on behalf of Debby  
12 individually and on behalf of the marital community with Cody. Rabo therefore is  
13 also seeking a money judgment against the marital community comprised of Cody  
14 and Debby.  
15

16. Defendant Jody Easterday ("Jody") is a Washington resident. Jody,  
17 and to the extent applicable, the marital community of Jody and Andrew H. Willis,  
18 are sued in this action, as an owner and mortgagor under the Mortgages, and Rabo  
19 seeks to foreclose Jody's interest in the real property encumbered by the  
20 Mortgages.  
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23 Complaint-4

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(509) 624-4600

12. On information and belief, to the extent applicable, any and all actions  
1 taken by Jody with respect to the matters set forth herein were taken both on behalf  
2 of Jody individually and on behalf of the marital community comprised of Jody  
3 and Andrew H. Wills.

13. This action concerns real property and related fixtures and  
improvements described more fully in **Exhibit “A”** and **Exhibit “B”** attached  
hereto (collectively, the “Property”). Generally speaking, the Property has the  
following property addresses, Assessor Parcel Numbers, and abbreviated legal  
descriptions:

Exhibit “A”--Property Encumbered by 2009 Mortgage:

Property Address: 5235 Industrial Way/1427 North 1<sup>st</sup> Avenue, Pasco,  
Washington 99301

Assessor Parcel Numbers: 112021017 and 113130040

Abbreviated Legal: Portion of SW4 of 8-9-30 and Blocks 13 and 14,  
Northern Pacific Addition to the City of Pasco

Exhibit “B”--Property Encumbered by 2018 Mortgage:

Property Address: 90 and 110 Pillsbury Road, Mesa Washington 99343

Assessor Parcel Numbers: 121231032 and 121231091

Abbreviated Legal: Lots 1 and 2, Short Plan No. 98-09

Complaint-5

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14. To Rabo's knowledge, none of the Defendants is in the military  
1 service for the United States of America or is entitled to the protections of the  
2 Servicemembers' Civil Relief Act or similar state protections.  
3

4 15. This Court has original diversity jurisdiction in this matter pursuant to  
5 28 U.S.C. § 1332 as there is complete diversity between Rabo, on the one hand,  
6 and each of the Defendants, on the other hand, and the damages in this case exceed  
7 the sum or value of \$75,000.00, exclusive of interest and costs.  
8

9 16. With respect to citizenship of the parties, Rabo is a citizen of  
10 Delaware and Missouri, and its sole member, UAH, is a citizen of Delaware and  
11 New York. Thus, for purposes of diversity jurisdiction, Rabo is a citizen of  
12 Delaware, Missouri and New York. All Defendants are citizens of Washington.  
13 There is thus complete diversity between Rabo and the Defendants in this action.  
14

16 17. Venue is proper in this judicial district pursuant to 28 U.S.C. §  
18 1391(b)(1) because all Defendants are residents of the State of Washington, and at  
19 least one of the Defendants resides in the judicial district known as the United  
20 States District Court for the Eastern District of Washington.  
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22 18. Venue also is proper in this judicial district pursuant to 28 U.S.C. §  
23 1391(b)(2) because a substantial part of the events or missions giving rise to  
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Complaint-6

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ATTORNEYS AT LAW  
A PROFESSIONAL LIMITED LIABILITY COMPANY  
1550 BANK OF AMERICA FINANCIAL CENTER  
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(509) 624-4600

Rabo's claims in this case occurred in this judicial district, and because the real property that is the subject of this action is located in this judicial district.

## **FACTUAL BACKGROUND**

19. Rabo incorporates and realleges the preceding paragraphs of this complaint, as if fully set forth herein.

A. The RLOC Credit Agreement, the MCA, and the Mortgages Granted Thereunder.

20. On September 4, 2009, the Defendants and other persons and entities not named as parties herein entered into a *Credit Agreement* (the “RLOC Credit Agreement”) with Rabo related to an operating line of credit loan. The RLOC Credit Agreement was subsequently amended numerous times, including through a *Tenth Amendment to Credit Agreement and Other Loan Documents*, dated January 2, 2018.

21. To secure their obligations under the RLOC Credit Agreement, the Defendants executed and delivered to Rabo that certain *Washington Mortgage, Security Agreement, Fixture Filing and Financing Statement*, dated September 4, 2009 (the “2009 Mortgage”). The 2009 Mortgage was duly recorded on September 18, 2009 as AFN#1740144, records of the Auditor of Franklin County, Washington. The property encumbered by the 2009 Mortgage (the “2009 Mortgage Property”) is legally described in Exhibit “A” attached hereto, has a

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ATTORNEYS AT LAW  
A PROFESSIONAL LIMITED LIABILITY COMPANY  
1550 BANK OF AMERICA FINANCIAL CENTER  
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FACSIMILE: (509) 623-1660  
(509) 624-4600

property address of 5235 Industrial Way/1427 North 1<sup>st</sup> Avenue, Pasco, WA  
99301, and bears Assessor Parcel Numbers 112021017 and 113130040.

22. By its terms, the 2009 Mortgage secures not only repayment of any  
amounts owed under the RLOC Credit Agreement but also “the payment of such  
additional loans or advances and such other debts, obligations and liabilities of  
every kind or character, of Mortgagor or the maker of the Note, evidenced by a  
promissory note, guaranty, or otherwise, whether one or more, now existing or  
arising in the future, in favor of the applicable Mortgagee or any other person;  
PROVIDED HOWEVER THAT such other loans, advances, debts, obligations and  
liabilities shall be secured by this Mortgage only if the promissory note, guaranty,  
or other document evidencing such shall recite that it is to be secured by this  
Mortgage . . .”

23. By its terms, the 2009 Mortgage also secures “the payment of any  
substitute notes, renewals, reamortizations, conversion agreements and extensions  
of all indebtedness secured by this Mortgage.”

24. All Defendants named herein, including Cody, are the “maker of the  
Note” that was executed in conjunction with the RLOC Credit Agreement.  
Further, all Defendants named herein, including Cody, are Mortgagors under the  
2009 Mortgage.

Complaint-8

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ATTORNEYS AT LAW  
A PROFESSIONAL LIMITED LIABILITY COMPANY  
1550 BANK OF AMERICA FINANCIAL CENTER  
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SPOKANE, WASHINGTON 99201  
FACSIMILE: (509) 623-1660  
(509) 624-4600

25. On August 9, 2018, the Defendants and other persons and entities not  
1 named as parties herein entered into a *Master Credit Agreement* (the “MCA”) with  
2 Rabo to evidence and document both new loans and existing loans, including the  
3 prior loan evidenced by the RLOC Credit Agreement. A true and correct copy of  
4 the MCA, including the Schedule of Definitions and Covenants to the MCA, is  
5 attached hereto as **Exhibit “C”**.  
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7

8 26. The MCA expressly referenced the RLOC Credit Agreement, and  
9 provided in part as follows:  
10

11 This Master Credit Agreement is an amendment and  
12 restatement of the terms and conditions of Lender’s loan or credit  
13 facility as evidenced by that certain Credit Agreement dated  
14 September 4, 2009, as amended to the date hereof . . . (the “Existing  
15 Loan”). This Credit Agreement does not release or extinguish the  
16 indebtedness, liabilities and Obligations of the Borrower under the  
17 Existing Loan(s). All Liens and security interests in any real or  
18 personal property granted to or for the benefit of Lender for purposes  
19 of securing the Existing Loan(s) also secure the Obligations; and  
Borrower reaffirms the terms and provisions of any mortgage, deed of  
trust, security agreement or other Instrument or agreement under  
which any such Lien or such Lien or security interest has been granted  
to Lender.  
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22 27. Accordingly, by its express terms, all Liens granted to Rabo under the  
RLOC Credit Agreement (including the liens evidenced by the 2009 Mortgage)  
23 also secure all Obligations as defined in the MCA.  
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Complaint-9

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ATTORNEYS AT LAW  
A PROFESSIONAL LIMITED LIABILITY COMPANY  
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SPOKANE, WASHINGTON 99201  
FACSIMILE: (509) 623-1660  
(509) 624-4600

1       28. To further secure their obligations under the MCA, Defendant 3E  
2       executed and delivered to Rabo that certain *Mortgage, Assignment of Rents and*  
3       *Security Agreement*, dated August 9, 2018 (the “2018 Mortgage”). The 2018  
4       Mortgage was duly recorded on September 4, 2018 as AFN#1883943, records of  
5       the Auditor of Franklin County, Washington. The property encumbered by the  
6       2018 Mortgage (the “2018 Mortgage Property”) is legally described in Exhibit “B”  
7       attached hereto, has a property address of 90 and 110 Pillsbury Road, Mesa WA  
8       99343, and bears Assessor Parcel Numbers 121231032 and 121231091.  
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11       29. The 2009 Mortgage Property and the 2018 Mortgage Property are  
12       collectively referred to herein as the “Property,” as set forth more fully above.  
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15       30. By its terms, the 2018 Mortgage secures the “Secured Obligations”  
16       identified in the mortgage, including “all Obligations (defined in the MCA).” The  
17       2018 Mortgage also states that the term “Secured Obligations” includes “future  
18       advances made by Mortgagee or Secured Parties, at their option, for any purpose,  
19       and all other future Secured Obligations.”  
20  
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22       31. As noted above, the MCA expressly says that the 2009 Mortgage  
23       secures all Obligations as defined in the MCA, and the 2018 Mortgage also says  
24       that it secures all Obligations as defined in the MCA.  
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Complaint-10

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ATTORNEYS AT LAW  
A PROFESSIONAL LIMITED LIABILITY COMPANY  
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(509) 624-4600

32. The MCA defines “Obligations” as “the Loan Obligations and the Hedging Obligations.”

33. The MCA defines “Loan Obligations” as “all indebtedness, liabilities and Obligations of Borrower to Lender arising pursuant to any of the Loan Documents and any Loan Type, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several.”

34. The MCA defines “Loan Documents” as including, among other documents, “all other agreements and instruments required by Lender for purposes of evidencing or securing any Loan, now existing or hereinafter amended, modified or supplemented between Lender and any Borrower.”

35. Because both Mortgages secure “Obligations” as defined in the MCA, and given the broad definition of Obligations in the MCA, the Mortgages secure, in addition to any obligations specifically identified in either the RLOC Credit Agreement or the MCA, any Obligation for any Loan that has been created or extended by Rabo to any Borrower pursuant to any Loan Document for any Loan Type.

36. Cody is a named borrower under both the RLOC Credit Agreement and the MCA. Thus, the Mortgages secure any Obligation of Cody to Rabo even if

## Complaint-11

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ATTORNEYS AT LAW  
A PROFESSIONAL LIMITED LIABILITY COMPANY  
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(509) 624-4600

that Obligation is not owed by any of the other parties to either the RLOC Credit  
1 Agreement or the MCA.

2       B.     The Vendor Finance Loan and Events of Default Thereunder.

3           37.    On March 6, 2020, Cody and non-party Farms entered into that  
4 certain QuickLine Credit Application and Account Agreement (the “VF Loan  
5 Agreement”) to evidence another loan from Rabo (the “VF Loan”). A true and  
6 correct copy of the VF Loan Agreement is attached hereto as **Exhibit “D”**.

7           38.    The VF Loan Agreement provides that the VF Loan “shall be secured  
8 by any existing and future security agreements, mortgages, deeds of trust or other  
9 pledges of collateral (the “Security Documents”) between RAF and you, if any.”

10          39.    The VF Loan Agreement defines certain events that will cause a  
11 default under the VF Loan. The enumerated events include (a) the failure to make  
12 payment on the VF Loan when due, (b) if there is a default pursuant to the terms of  
13 any other loan or loan document that a borrower has with Rabo, and (c) if a  
14 borrower files for bankruptcy relief.

15          40.    The VF Loan Agreement provides that prior to default, the unpaid  
16 principal owed on the VF Loan will accrue interest “at the non-default annual rate  
17 equal to ten percent (10.00%) in excess of the Prime Rate (the ‘Standard Rate’)

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Complaint-12

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ATTORNEYS AT LAW  
A PROFESSIONAL LIMITED LIABILITY COMPANY  
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FACSIMILE: (509) 623-1660  
(509) 624-4600

which rate will be adjusted as of each day of change thereof to reflect changes in  
1 the Prime Rate.”

2       41. The VF Loan Agreement further provides that, upon default, the  
3 unpaid principal owed on the VF Loan will accrue default interest at the rate of  
4 twenty-one percent (21%) per annum.

5       42. The VF Loan Agreement further provides that Rabo is entitled to  
6 collect “all costs of collection” including “reasonable attorney fees, together with  
7 interest at the default rate” if there is a default of the VF Loan.

8       43. Gale was a borrower under the RLOC Credit Agreement and the  
9 MCA. Cody also is a borrower under the RLOC Credit Agreement and the MCA,  
10 as well as a borrower under the VF Loan Agreement.

11       44. Gale passed away on December 10, 2020, and this resulted in an  
12 Event of Default under the RLOC Credit Agreement and the MCA (the death of a  
13 borrower is an express Event of Default under the documents related to those  
14 agreements). The Events of Default under the RLOC Credit Agreement and the  
15 MCA also constituted a default under the VF Loan Agreement.

16       45. Further, on February 8, 2021, Farms filed a voluntary bankruptcy  
17 petition in the United States Bankruptcy Court for the Eastern District of  
18 Washington, Case No. 21-00176-WLH11. Farms is not being sued in this action

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Complaint-13

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A PROFESSIONAL LIMITED LIABILITY COMPANY  
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because the automatic bankruptcy stay of 11 U.S.C. § 362(a) prevents such suit. In  
any event, the bankruptcy filing by Farms was a separate and independent default  
under the VF Loan Agreement.

46. The VF Loan has been accruing default interest since December 11,  
2020, the day after Gale passed away. As of February 8, 2021, the amount of  
\$1,053,244.59 was due and owing on the VF Loan, consisting of (a) unpaid  
principal in the amount of \$995,715.33, (b) unpaid contract interest owed as of  
December 10, 2020 in the amount of \$23,260.16, and (c) unpaid default interest  
from December 11, 2020 to February 8, 2021 in the amount of \$34,244.59.

47. The current per diem interest accrual on the VF Loan, calculated at  
the default rate of twenty-one percent (21%) per annum, is \$580.83569.

48. Rabo also is entitled to collect under the VF Loan Agreement all  
collection costs, including reasonable attorneys' fees, from February 8, 2021 until  
paid in full, in both the prosecution of the claims in this action and in protecting its  
rights and interests in the Farms' bankruptcy case.

**FIRST CAUSE OF ACTION**  
**(Contract and General Partner Liability  
Against Defendants Karen, Cody, and Debby Only)**

49. Rabo incorporates and realleges the preceding paragraphs of this  
complaint, as if fully set forth herein.

Complaint-14

DAVIDSON BACKMAN MEDEIROS  
ATTORNEYS AT LAW  
A PROFESSIONAL LIMITED LIABILITY COMPANY  
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50. Farms is a Washington general partnership. Karen, Cody and Debby are all general partners of Farms.

51. The VF Loan is in default, as set forth above. The VF Loan has not been paid.

52. Farms and Cody, the co-borrowers under the VF Loan, are justly indebted to Rabo under the VF Loan Agreement in the amount of \$1,053,244.59 as of February 8, 2021, plus default interest from and after that date at the rate of twenty-one percent (21%) on the unpaid principal balance, plus all collection costs, including reasonable attorneys' fees, incurred by Rabo from February 8, 2021, until paid in full, in both the prosecution of the claims in this action and in protecting its rights and interests in the Farms' bankruptcy case.

53. Rabo is entitled to judgment against Cody for breach of the VF Loan Agreement in the amount of \$1,053,244.59 as of February 8, 2021, plus default interest from and after that date at the rate of twenty-one percent (21%) on the unpaid principal balance, plus all collection costs, including reasonable attorneys' fees, incurred by Rabo from February 8, 2021, until paid in full, in both the prosecution of the claims in this action and in protecting its rights and interests in the Farms' bankruptcy case.

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54. Pursuant to RCW 25.05.125(1), and except for certain exceptions not applicable here, “all partners are liable jointly and severally for all obligations of the partnership unless otherwise agreed by the claimant or provided by law.”

55. Pursuant to RCW 25.05.125(1), Rabo is entitled to judgment against Karen, Cody and Debby, jointly and severally, as general partners of Farms, and to the extent applicable, the marital communities referenced in paragraphs 5 – 10 above, in the amount of \$1,053,244.59 as of February 8, 2021, plus default interest from and after that date at the rate of twenty-one percent (21%) on the unpaid principal balance, plus all collection costs, including reasonable attorneys' fees, incurred by Rabo from February 8, 2021, until paid in full, in both the prosecution of the claims in this action and in protecting its rights and interests in the Farms' bankruptcy case.

**SECOND CAUSE OF ACTION**  
**(Judicial Foreclosure of 2009 Mortgage and 2018 Mortgage  
Against 3E, Karen, Cody, Debby and Jody)**

56. Rabo incorporates and realleges the preceding paragraphs of this complaint, as if fully set forth herein.

57. The record owners of the 2009 Mortgage Property are Defendants 3E, Karen (both individually and as personal representative for Gale), Cody, Debby and Jody.

## Complaint-16

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58. The record owner of the 2018 Mortgage Property is 3E.

1       59. Pursuant to the Trustee's Sale Guarantee, Guarantee No. 3695103,  
2       that Rabo has obtained on the 2009 Mortgage Property, there are no current  
3       consensual or non-consensual liens against the 2009 Mortgage Property other than  
4       the 2009 Mortgage and the statutory liens securing unpaid real property taxes. A  
5       true and correct copy of this Trustee's Sale Guarantee is attached hereto as Exhibit  
6       “E.”  
7

9       60. Pursuant to the Trustee's Sale Guarantee, Guarantee No. 3695204,  
10      that Rabo has obtained on the 2018 Mortgage Property, there are no current  
11      consensual or non-consensual liens against the 2018 Mortgage Property other than  
12      the 2018 Mortgage and the statutory liens securing unpaid real property taxes. A  
13      true and correct copy of this Trustee's Sale Guarantee is attached hereto as Exhibit  
14      “F.”  
15

16       61. By this action Rabo does not seek to foreclose any statutory liens  
17      securing unpaid real property taxes, and acknowledges that any sale of the Property  
18      will be subject to those liens. Further, Rabo does not seek to foreclose any  
19      easements, agreements or other encumbrances of record that were recorded prior to  
20      the recording of the 2009 Mortgage and the 2018 Mortgage respectively.  
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DAVIDSON BACKMAN MEDEIROS  
ATTORNEYS AT LAW  
A PROFESSIONAL LIMITED LIABILITY COMPANY  
1550 BANK OF AMERICA FINANCIAL CENTER  
601 WEST RIVERSIDE AVENUE  
SPOKANE, WASHINGTON 99201  
FACSIMILE: (509) 623-1660  
(509) 624-4600

62. As noted above, the 2009 Mortgage and the 2018 Mortgage are collectively referred to herein as the “Mortgages,” and the 2009 Mortgage Property and 2018 Mortgage Property are collectively referred to herein as the “Property.”

63. The Mortgages secure repayment of the VF Loan, as further set forth above.

64. The VF Loan is in default, and has not been paid.

65. Rabo is entitled to judicially foreclose the Mortgages against the Property under RCW 61.12 et seq. based upon the defaults under the VF Loan Agreement and the failure of Farms and its general partners to pay and satisfy the VF Loan in full.

## **PRAAYER FOR RELIEF**

WHEREFORE, based upon the foregoing, Plaintiff Rabo AgriFinance LLC  
prays for the entry of judgment in its favor, and against the Defendants, as follows:

A. ON ITS FIRST CAUSE OF ACTION, for a money judgment against Defendants Karen, both individually, as the personal representative of the estate of Gale, and the marital community of Karen and Gale, Cody and Debby, each jointly and severally, including their marital community, in the amount of \$1,053,244.59 as of February 8, 2021, plus default interest from and after that date at the rate of twenty-one percent (21%) per annum on the unpaid principal balance, plus all

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SPOKANE, WASHINGTON 99201  
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collection costs, including reasonable attorneys' fees, incurred by Rabo from  
1 February 8, 2021, until paid in full, in both the prosecution of the claims in this  
2 action and in protecting its rights and interests in the Farms' bankruptcy case.  
3

4 B. ON ITS SECOND CAUSE OF ACTION, for the following relief:

5 (1) A judgment and decree adjudging and decreeing that the liens  
6 evidenced by the Mortgages are good and sufficient first and paramount liens upon  
7 the Property which secure the repayment of all amounts owed under the VF Loan,  
8 and ordering that the Property (or such portions thereof as may be necessary) be  
9 foreclosed and sold by the United States Marshall (or such other authorized law  
10 enforcement officer as may be appropriate), according to laws and the practices of  
11 this Court, to satisfy the amounts which may be found herein to be due and owing  
12 to Plaintiff;

13 (2) For a judgment and decree adjudging and decreeing that  
14 Defendants 3E, Karen (both individually and as personal representative for Gale),  
15 Cody, Debby and Jody, and all persons claiming by, through or under them, or any  
16 of them, be forever barred and foreclosed of all right, title, claim or interest or  
17 equity of redemption in and to the Property, and each and every part thereof, and  
18 that Plaintiff have a deficiency judgment against Defendants Karen, Cody and  
19 Debby, each jointly and severally, including any marital communities of which  
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DAVIDSON BACKMAN MEDEIROS  
ATTORNEYS AT LAW  
A PROFESSIONAL LIMITED LIABILITY COMPANY  
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FACSIMILE: (509) 623-1660  
(509) 624-4600

they are a part, for any deficiency remaining after due and proper application of the proceeds of sale as hereinabove stated;

(3) For a judgment and decree adjudging and decreeing that as a result of the foreclosure and sale of the Property, the rights of all Defendants and any other persons claiming by, through or under them subsequent to the execution of the Mortgages be adjudged inferior and subordinate to Plaintiff's mortgage liens and be forever foreclosed except only for the statutory right of redemption allowed by law; and

(4) For a judgment and decree adjudging and decreeing that Plaintiff may bid at the sale and that Plaintiff or any other party to this action may, upon producing satisfactory proof of interest, become a purchaser at said sale, that following said sale the United States Marshall (or such other authorized law enforcement officer as may be appropriate), be ordered to execute and deliver a certificate of sale as required by law, and that upon the expiration of the period of redemption as prescribed by law that the said United States Marshall or other authorized law enforcement officer be ordered to execute and deliver a Marshall's Deed to the purchaser of the Property, and that the said purchaser be let into possession of said Property upon production of said Marshall's Deed.

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1 C. For a judgment awarding Plaintiff its costs incurred herein, including  
2 court costs and the cost of procuring abstracts or other evidences of title and title  
3 insurance in connection with these proceedings, and any sums which Plaintiff has  
4 been or may be required to advance and/or pay during the pendency of these  
5 proceedings for insurance, repairs and/or to pay and discharge any taxes or  
6 assessments levied upon the Property, any sums which the Plaintiff may pay in  
7 redemption of the property from any tax sale and any sums which Plaintiff may  
8 pay to discharge amounts which may become due and owing on or relating to any  
9 prior lien upon the Property, together with interest on the amounts so paid.

10 D. That the Court grant Plaintiff such other and further relief as the Court  
11 deems just, equitable and proper.

12 DATED this 26<sup>th</sup> day of April, 2021.

13 DAVIDSON BACKMAN MEDEIROS PLLC

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19 Bruce K. Medeiros, WSBA No. 16380  
20 601 West Riverside Avenue, Suite 1550  
21 Spokane, Washington 99201  
22 Telephone: (509) 624-4600  
23 Email: bkmedeiros@dbm-law.net

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25 Complaint-21

DAVIDSON BACKMAN MEDEIROS

ATTORNEYS AT LAW

A PROFESSIONAL LIMITED LIABILITY COMPANY  
1550 BANK OF AMERICA FINANCIAL CENTER  
601 WEST RIVERSIDE AVENUE  
SPOKANE, WASHINGTON 99201  
FACSIMILE: (509) 623-1660  
(509) 624-4600

-and-

1 RAY QUINNEY & NEBEKER P.C.  
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4   
5 Michael R. Johnson (*Pro Hac Vice*  
6 *Application Pending*)  
7 36 South State Street, Suite 1400  
8 Salt Lake City, Utah 84111  
9 Telephone: (801) 532-1500  
10 Email: mjohnson@rqn.com

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Attorneys for Rabo AgriFinance LLC

Complaint-22

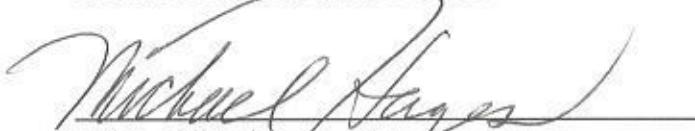
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ATTORNEYS AT LAW  
A PROFESSIONAL LIMITED LIABILITY COMPANY  
1550 BANK OF AMERICA FINANCIAL CENTER  
601 WEST RIVERSIDE AVENUE  
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FACSIMILE: (509) 623-1660  
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**VERIFICATION**

I, Michael Hayes, in my capacity as a Vice President and Local Financial Restructuring Manager of Plaintiff Rabo AgriFinance LLC, have read the foregoing Complaint, have found that all information set forth therein is true and accurate to the best of my knowledge, and hereby verify the truth and accuracy of the same.

DATED this 21st day of April 2021.

RABO AGRIFINANCE LLC



By: Michael Hayes  
Its: Vice President and Local Financial  
Restructuring Manager

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ATTORNEYS AT LAW

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FACSIMILE: (509) 623-1660  
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